


AO 399 (01/09) Waiver of the Service of Summons

UNITED STATES DISTRICT COURT

for the
Central District of California 

Julius Johnson

Plaintiff

v.

Onika Tanya Maraj

Defendant

Civil Action No. 2:23-cv-5061

WAIVER OF THE SERVICE OF SUMMONS

To: Cooper Legal, LLC

(Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.


I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from 07/20/2023, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: August 18, 2023

Onika Tanya Maraj

Printed name of party waiving service of summons


Signature of the attorney or unrepresented party

Mark S. Posard

Printed name

275 Battery Street, Suite 2000
San Francisco, CA 94111

Address

mposard@grsm.com

E-mail address

415-875-3343

Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does *not* include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

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AO 399 (01/09) Waiver of the Service of Summons

UNITED STATES DISTRICT COURT

for the
Central District of California ☐

Julius Johnson

Plaintiff

v.

Harajuku Barbie Music, LLC

Defendant

Civil Action No. 2:23-cv-5061

WAIVER OF THE SERVICE OF SUMMONS

To: Cooper Legal, LLC

(Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

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I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from 07/20/2023, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: August 18, 2023

Harajuku Barbie Music, LLC

Printed name of party waiving service of summons

Signature of the attorney or unrepresented party

Mark S. Posard

Printed name

275 Battery Street, Suite 2000
San Francisco, CA 94111

Address

mposard@grsm.com

E-mail address

415-875-3343

Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

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If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

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PROOF OF SERVICE

Julius Johnson v. Onika Tanya Maraj, et al.
Central District of California Case No.: 2:23-cv-5061

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is: 275 Battery Street, Suite 2000, San Francisco, CA 94111. On the date below I served the within documents:

WAIVER OF THE SERVICE OF SUMMONS – ONIKA TANYA MARAJ**WAIVER OF THE SERVICE OF SUMMONS – HARAJUKU BARBIE MUSIC, LLC**

☒ **Via U.S. Mail:** by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in United States mail in the State of California at San Francisco, addressed as set forth below.

Laurence M. Sandell
MEI & MARK LLP
1 Olympic Place, Suite 900
Towson, MD 21204
Tel: 202-642-5470
Fax: 888-706-1173
Email: lsandell@meimark.com

Attorneys for Plaintiff
Julius Johnson

☒ **Via E-Mail:** by transmitting via electronic mail the document(s) listed above to the email address(es) set forth below.

Dayna C. Cooper
COOPER LEGAL, LLC
1 Olympic Pl, Suite 900
Towson, MD 21204
Tel: 202-642-5470
Fax: 757-257-9878
Email: Dayna@CooperLegalSolutions.com

Attorneys for Plaintiff
Julius Johnson

Laurence M. Sandell
MEI & MARK LLP
1 Olympic Place, Suite 900
Towson, MD 21204
Tel: 202-642-5470
Fax: 888-706-1173
Email: lsandell@meimark.com

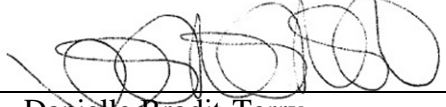
Attorneys for Plaintiff
Julius Johnson

Manni Li
MEI & MARK LLP
9465 Wilshire Blvd., Suite 300
Beverly Hills, CA 90212
Tel: 888-860-5678 ext. 713
Fax: 310-564-2769
Email: mli@meimark.com

Attorneys for Plaintiff
Julius Johnson

1 I am readily familiar with the firm's practice of collection and processing
2 correspondence for mailing. Under that practice it would be deposited with the U.S. Postal
3 Service on that same day with postage thereon fully prepaid in the ordinary course of business.
I am aware that on motion of the party served, service is presumed invalid if postal cancellation
date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

4 I declare under penalty of perjury under the laws of the State of California that the
5 above is true and correct. Executed on August 18, 2023 at San Francisco, California.

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7 _____
8 Danielle Brodit-Terry
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Gordon Rees Scully Mansukhani, LLP
275 Battery Street, Suite 2000
San Francisco, CA 94111